

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

DOUGLAS FORD,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 4:22-cv-01315-MTS
	)	
PROGRESSIVE ADVANCED INSURANCE	)	
COMPANY,	)	
	)	
Defendant.	)	

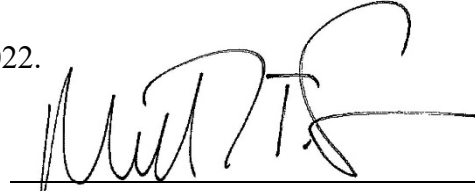
**MEMORANDUM AND ORDER OF REMAND**

This matter is before the Court on Defendant’s Motion to Remand, Doc. [6], which seeks to remand this case to the Circuit Court of Jefferson County, Missouri—where Plaintiff originally filed this action—in light of Plaintiff’s subsequent stipulation that his claims “do[ ] not exceed \$75,000.00 exclusive of interests and costs,” Doc. [6-1]. While this “post-removal voluntary reduction of his claim to less than the jurisdictional amount[ ] does not defeat federal jurisdiction acquired through removal,” *Hirschmugl v. State Farm Fire & Cas. Co.*, 4:19-cv-00386-JMB, 2019 WL 1557090, at \*2 (E.D. Mo. Apr. 10, 2019) (quoting *Hatridge v. Aetna Cas. & Sur. Co.*, 415 F.2d 809, 814 (8th Cir. 1969)); accord *St. Paul Mercury Indem. Co. v. Red Cab Co.*, 303 U.S. 283, 289–90 (1938) (“Events occurring subsequent to the institution of suit which reduce the amount recoverable below the statutory limit do not oust jurisdiction.”), the Court will remand this case since both parties agree to its remand, see Doc. [8]; see also *Hirschmugl*, 2019 WL 1557090, at \*2 (noting that while the court still had jurisdiction over the action, the court would remand the case since both parties desired remand and no justification existed for requiring plaintiff to voluntarily dismiss the action and refile it in state court).

Accordingly,

**IT IS HEREBY ORDERED** that Defendant's consent Motion to Remand, Doc. [6], is **GRANTED**, and this case is **REMANDED** to the Circuit Court of Jefferson County, Missouri, the Twenty-Third Judicial Circuit.

Dated this 12th day of December, 2022.

A handwritten signature in black ink, appearing to read 'MTS', is written over a horizontal line.

MATTHEW T. SCHELP  
UNITED STATES DISTRICT JUDGE